

1 BILL NO. S-85-10-21

2 SPECIAL ORDINANCE NO. S-

193-85

3 AN ORDINANCE approving Contract
4 for Res. #6014-85 - Hoagland/Masterson
5 NSA, Phase IV, by the City of Fort
6 Wayne, by and through its Board of
7 Public Works and Safety and Gaines
8 Construction Co., Inc.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,
12 by the City of Fort Wayne, by and through its Board of Public
13 Works and Safety and Gaines Construction Co., Inc., for Res.
14 #6014-85 - Hoagland/Masterson NSA, Phase IV, is hereby ratified
15 and affirmed and approved in all respects. The work under said
16 Contract requires:

17 improvement of Williams Street from
18 Webster Street to Fairfield Avenue
19 by reconstructing sidewalks, curbs,
20 drive approaches, and street lights.
21 This area is known as HOAGLAND/MASTER-
22 SON NSA, PH. IV;

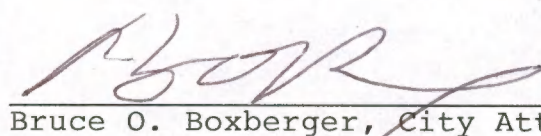
23 the Contract price is Fifty-One Thousand Three Hundred Eighty-
24 Three and 50/100 Dollars (\$51,383.50).

25 SECTION 2. Prior Approval was received from Common
26 Council with respect to this Contract. Two (2) copies of the
27 Contract attached hereto are on file with the City Clerk, and
28 are available for public inspection.

29 SECTION 3. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32 
Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Stier, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 10-8-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd, seconded by Redd, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-22-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-193-85

on the 22nd day of October, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 22nd day of October, 1985, at the hour of 11:30 o'clock P. .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of October, 1985, at the hour of 3:30 o'clock P. .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Federally-Assisted Construction)

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PROJECT: HOAGLAND/MASTERSON NSA, PHASE IV RESOLUTION # 6014-85

CONTENTS

Check if contained	Pages	
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X	II - III	Instruction to Bidders
X	SI	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
		Payment Bond
		Warranty Bond
X		Barricade Information

Discount for Prompt Payment 10 Calendar Days 20 Calendar Days 30 Calendar Days 0%
(See General Provisions Clause) 2 8 8

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

BID SUBMITTED

Contractor GAINES Const Co Inc
By V. P. Henry Gaines Jr
Its _____

Offer Date May 13/1985

Compliance: C. Bailey

Bidder agrees to keep bid open for acceptance for _____ days (90 days unless otherwise specified.)

O.C. 12/84

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works

David J. Kiel
Robert R. Lind
James D. Conner

City of Fort Wayne
Mayor

Robert K.

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

April 26, 19⁸⁵
Federally-Assisted Construction

1. Submission of Bids. Sealed bids will be received by The Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 15th day of May, 1985, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RESOLUTION NO. 6014-85 - HOAGLAND/MASTERSON NSA, PHASE IV
To improve WILLIAMS STREET from Webster Street to Fairfield Avenue by reconstructing sidewalks, curbs, drive approaches, and street lights.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

O.C. 12/84
B.O. W. Fed

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid; to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidder's record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of _____ percent (____%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A)
or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Certification of Non-Segregated Facilities
- (b) Non-Collusion Affidavit
- ☐ (c) Prequalification Statement
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of The Board, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. ☒ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
100%.

For WBE specify percentage of women ownership
_____%.

- B. ☐ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 100 % participation (employees) 100 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____ % (cross out inapplicable provision).

- C. The undersigned commits _____ % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

H C

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: For WBE, could not find WBE Suppliers of cement products

2. We have taken the following steps in an attempt to comply with these participation goals: contacted C.D.P. For WBE

(attach additional sheets as necessary)

Contractor GAINES Const Co INC Contractor _____

By Harry Gaines Jr. By _____

Its V. P. Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

(attach additional sheets if necessary)

Contractor C A I N E S C o n s t C o I n c
By H e n r y C A I N E S J R.
Its V. P.

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00)

A. The Offeree's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time- Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.

16. Required Prevailing Wage Schedule Payments - Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

17. Site Orientation. A site orientation ~~(will)~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form issued by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board:

- ☐ A. Payment Bond. In the amount of payments to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranties the contractor performance for a period of three years after the date of the City acceptance.

20. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Board shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6014-85 - HOAGLAND/MASTERSON NASA, PHASE IV

To improve WILLIAMS STREET from Webster Street to Fairfield Avenue by reconstructing sidewalks, curbs, drive approaches, and street lights.

All work will be performed in accordance with: Resolution #6014-85, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 50,473.50 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed ~~within~~ by 9/30/85 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 9/30/85 ~~days~~ after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 9/30/85 days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials; or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and

Henry Gaines & Gaines Const
Co INC.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Henry Gaines
President

Subscribed and sworn to before me by HENRY GAINES
this 15 day of May

, 19 85.

My Commission Expires:

9/24/86

Helen H. Langmeyer
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by
this _____ day of _____

, 19 ____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by
this _____ day of _____

, 19 ____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Henry Gaines, the President
(name)
____ of Gaines Const Co Inc.
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 13th
day of May, 1985, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: 5-16-1985 Henry Gaines Pres
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 15 day of May, 1985.

Helen H. Langmeyer

My commission expires:

9/26/86

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: May 13, 1985 GAIVES Const Co Inc
(Name of Bidder)

By Henry Gaines Jr.

V. President
Title

Official Address (including
ZIP code):

217 W. Wash. Ct Rd
Fort Wayne Ind.

It is the policy of GAINES Const Co Inc that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy GAINES will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The GAINES will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Gains Const.
(Name of Company)

Henry Dain
(Signature of Company Official)

May 13 1985
(Date)

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, _____ as principal

and _____

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of _____ DOLLARS (\$ _____),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at _____, this _____ day of _____, 19____.

The condition of this obligation is such that if the accompanying bid or proposal of _____

_____ made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at _____
this _____ day of _____, 19____.

Principal

*

Surety

*If signed by an agent appropriate power of attorney shall be attached

Contract No.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING ■ ONE MAIN STREET ■ FORT WAYNE, INDIANA 46802

board of public works

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that the third truck Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

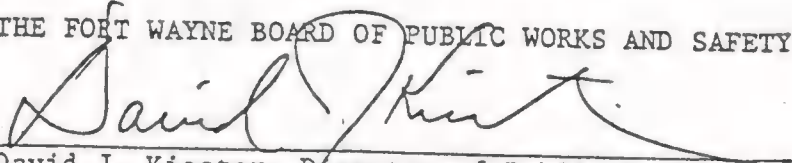
Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1975.

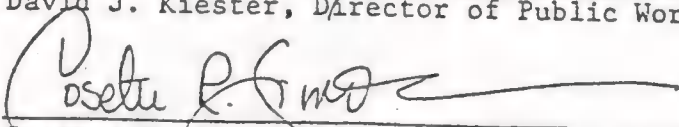
Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

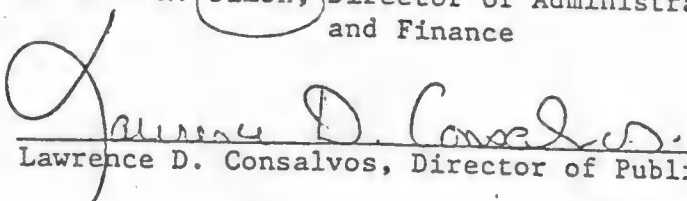
Effective January 1, 1978, a form will be included in bid documents requiring contractor to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY


David J. Kiester, Director of Public Works


Cosette R. Simon, Director of Administration
and Finance


Lawrence D. Consalvos, Director of Public Safety

5800

Permit No. _____

Name of Street _____

To the FORT WAYNE BOARD OF PUBLIC WORKS
Fort Wayne, Indiana

Township _____

Addition _____

19 _____

I hereby make application for a PERMIT to cut into the right of way at

LOCATION: _____

TYPE OF SURFACE where the cut is to be made is _____

NATURE OF OPENING TO BE MADE: The opening to be made will be _____ feet long in right of way, and _____ feet long in road surface by _____ feet wide, and _____ feet deep.

PURPOSE OF OPENING: _____

CHARGE: Enclosed please find my certified check for _____ (\$ _____ Dollars).
ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE
APPLICANT TO CONDITIONS AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS
(\$ _____) DOLLARS.

MAINTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne Permit Engineer upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Fort Wayne Permit Engineer;

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is acquired from Permit Engineer.

GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to _____ a permit to cut into the Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a Maintenance Bond in the amount of _____ (\$ _____).

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED BOND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a permit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars (\$300.00) for each offense.

Name of Applicant: _____

Signature of Applicant _____

Address _____ Zip Code _____

Telephone _____

DATE APPROVED _____

APPROVED:

FORT WAYNE PERMIT ENGINEER

Form 1011 (rev. 6/76)

G-21 ORDINANCE APPLIES

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.
BOARD OF PUBLIC WORKS.

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

Henry Gains

483 7280

Henry Gains Jr.

442 8053

Gaines Const Co Inc
Contractor

Resolution Number _____

ITEMIZED PROPOSAL

Note: Contractor will be paid on measured quantities
- only at unit-price bid.

Name of Contractor

James Christ

Project Name: HOAGLAND/MASTERSON, PHASE IV (BASE BID) RES. NO. 6014-85

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST		AMOUNT
				\$	\$	\$
1	Concrete Removal	1,600	S.Y.	2	50	4000
2	Curb Removal	1,850	L.F.	1	25	2312
3	Concrete Sidewalk	9,000	S.F.	1	45	13050
4	Concrete Curbface Walk	225	S.F.	2	00	450
5	Concrete Wingwalk	300	S.F.	2	00	600
6	6 Inch Concrete	150	S.Y.	17	50	2625
7	8 Inch Concrete	30	S.Y.	18	50	555
8	2 Foot Curbwalk	3,400	S.F.	2	89	9826
9	Concrete Step Riser	10	Ea.	35	00	350
10	Seed, Mulch, Fertilizer	2,000	S.Y.	1	00	2000
11	Topsoil	400	TON		10	40
12	B-borrow	100	TON	4	00	400
13	Asphalt Patching	1,900	L.F.		10	190
14	Tree Removal 12 Inch	2	Ea.	160	00	320
15	Tree Removal 24 Inch	2	Ea.	200		400
16	Tree Removal 30 Inch	1	Ea.	245		245
17	Tree Removal 42 Inch	1	Ea.	280		280
18	Stump Removal	1	Ea.	100		100
19	Adjust Casting	5	Ea.	55		275
20	Casting Type-C	2	Ea.	220		440
21	CB Type 1-C	5	Ea.	1300		6500
22	Trench 20 Inch Deep	650	L.F.	1	85	1202
23	B/P 1 1/2 Inch. Tubing	425	L.F.	6	75	2868
24	10 Ft. Riser (I) *	1	Ea.	20	50	20
25	22 Ft. Pole (I) *	9	Ea.	81	75	735
26	TC 250R lum. (I) *	9	Ea.	58	50	526
27	3/c #4 Copper Wire (I)*	1,260	L.F.		85	1,071
28	Install 22 Ft. Embedded Pole	9	Ea.			
29	Install TC 250 R Luminaire & Lamp	9	Ea.			
30	Trench in Earth - 20" Deep	650	L.F.			
31	Bore or Push 1 1/2 Inch Tubing	425	L.F.			
32	Install 3/c #4 Copper Wire in Trench or Conduit	1,260	L.F.			
33	Install 10 Ft. Riser Section	1	Ea.			

* (I) Install Only.

Total 50,473.50

10/23/51

Improvement Resolution

FOR CURB AND SIDEWALK

75-8-8

4-17-85

No. 6014 - 1985

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve

Williams Street from Webster Street to Fairfield Avenue by reconstructing sidewalks,
curbs, drive approaches, and street lights.

This area is also known as HOAGLAND/MASTERSON NSA, PHASE IV.

in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

is hereby found by said Board of Public Works that all benefits accruing hereunder
shall be to the general public of the City of Fort Wayne and that no special benefits
shall accrue to any property owner adjoining said improvement or otherwise assessable
for said improvement. The cost of said improvement shall be paid 100% by Community
Development & Planning.

Adopted, this

17th

day of

April, 1985

BOARD OF PUBLIC WORKS:

ATTEST:

Allen V. Lockman

David Kiel
Cosette R. Smith

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of _____
(Dollars (\$ _____) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19____, for the construction of:

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1978 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of _____ dollars (\$ _____) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the _____ day of _____, 19____, for construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed _____ counterparts,
(number)
each one of which shall be deemed an original, this _____ day of
_____, 19____.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

By _____ (S)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to Date of Contract.

If Contractor is Partnership, all partners should execute bond.

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)

counterparts, each one of which shall be deemed an original, this _____
day of _____, 19____.

ATTEST:

(Principal) Secretary

[SEAL]

(Witness as to Principal)

(Address)

(Principal)

BY: _____ [S]

(Address)

Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

(Address)

By _____
Attorney-in-Fact

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

TITLE OF ORDINANCE Contract for Res. 6014-85 - Hoagland/Masterson NSA, Phase IV
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-85-10-21
SYNOPSIS OF ORDINANCE The Contract for Res. 6014-85 is for the improvement of Williams
Street from Webster Street to Fairfield Avenue by reconstructing sidewalks, curbs,
drive approaches, and street lights. This area is known as HOAGLAND/MASTERSON NSA,
PH. IV. Gaines Construction Co., Inc. is the Contractor.

PRIOR APPROVAL HAS BEEN RECEIVED

EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$51,383.50

ASSIGNED TO COMMITTEE

BILL NO. S-85-10-21

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for

Res. #6014-85 - Hoagland/Masterson NSA, Phase IV, by the City of

Fort Wayne, by and through its Board of Works and Safety and Gaines

Construction Co., Inc.,

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO
CHAIRMAN

Charles B. Redd

CHARLES B. REDD
VICE CHAIRMAN

Paul M. Burns

PAUL M. BURNS

Donald J. Schmidt

DONALD J. SCHMIDT

Thomas C. Henry

THOMAS C. HENRY

CONCURRED IN 10-22-85

SANDRA E. KENNEDY
CITY CLERK